IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORIGINAL SIDE

APPEAL NO.1066 OF 2005
IN
NOTICE OF MOTION NO.275 OF 1993
IN
SUIT NO.535 OF 1993

1. Lakhan Moorajmal Gurnani & ors. Appellants
vs.
Andrew Vendor Hyde of Indian Respondent

Mr.Shailesh Shah i/b.M/s.Haridas & Co. for the appellants.

Mr.U.J.Makhija with Mr.Denzil D'mello for the respondent.

CORAM : R.M. LODHA &
D.G. KARNIK, JJ.

DATED : 1st December 2005

P.C.

Heard.

2. The plaintiffs' case that there was a concluded, valid and binding oral agreement between the parties for sale of the flat is prima facie not acceptable. As a matter of fact, in the affidavit of Prashant R. Dave (Chartered Accountant) who was admittedly present when the negotiations between the parties were going on has stated in his affidavit that there was no final, concluded and binding agreement between the parties.

3. In that view of the matter, no case for grant of

ad-interim relief was made out. No interference is called for in the impugned order.

4. The appeal is dismissed in limine.

(R.M.LODHA, J.)

(D. G. KARNIK, J.)